

RIGHT OF ENTRY AND AGREEMENT TO REMOVE LARGE TREE

The Elida Local School District Board of Education (hereinafter referred to as "Grantor"), for the purchase price of the fair market value of \$1.00, which is less than the threshold set forth in Ohio Revised Code Section 3313.41, and in consideration of having the personal property removed from Grantor's facility located at 300 Pioneer Rd Elida OH (the "Facility") does hereby grant, bargain, transfer, and convey to Andy Wita, Elida, OH (hereinafter referred to as "Grantee"), the following property: Large Tree at new Elida Elementary location(the "Property"), located at the Facility under the following terms and conditions:

1. Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Property and has full power to convey the same.

2. Except as expressly set forth in the preceding paragraph, Grantor makes no representation(s) or warranty(ies) of any kind whatsoever with respect to the Property conveyed hereby, including but in no way limited to any warranty of condition, quality, merchantability, or fitness for a particular use or purpose.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED TO, AND ACCEPTED BY, GRANTEE IN AN "AS IS," "WHERE IS" CONDITION, AND GRANTOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER REGARDING ANY PROPOSED USES, USE, AND/OR FUTURE USE OF THE PROPERTY (WHETHER KNOWN OR UNKNOWN TO GRANTOR) BY GRANTEE.

3. Grantee shall remove, load, and haul the Property from the Facility at the sole expense of Grantee, and Grantee shall have sole responsibility for such removal. It is expressly understood that this Agreement is for the removal of the Property from the site and not the transfer of title of real property.

a. Grantee shall remove the Property and shall leave the Facility in the same condition it was in prior to the removal of the Property. Grantor or its designated representative shall have the right to identify the location or locations at the Facility where the Property will be removed by Grantee.

b. Grantee is solely responsible for any and all damage to the Facility and hereby agrees to make any repair to and/or clean up of the Facility caused by Grantee's removal of the Property. Grantee shall provide proof of insurance in the form of a Certificate of Insurance acceptable to Grantor in Grantor's sole discretion.

c. Grantor shall be the sole judge of whether any such damage has occurred and/or whether any such clean up is necessary.

d. Grantee shall cooperate with Grantor during the removal of the Property. Grantee will keep all access roads clear and clean.

e. Grantor shall have the right to terminate this Agreement in its sole discretion should Grantor determine that Grantee has breached this Agreement in any way.

4. Title to the Property shall transfer from Grantor to Grantee upon being loaded into Grantee's truck. All risk of damage to or loss of the Property shall be borne by the Grantee from and after the transfer of title.

5. Grantee agrees to indemnify and hold harmless Grantor from and against any claim, loss, liability, damage or expense, including but not limited to any claim, loss, liability, damage or expense, including all attorneys' fees, for negligence or breach of this Agreement, that may be asserted against Grantor arising out of this Agreement, the Property and/or its use by Grantee from on and after the Effective Date of this Agreement.

6. Grantee waives any claims it has or may have against Grantor arising in any way out of the Property and voluntarily assumes full responsibility for, and full risk of, property loss or damage, bodily, personal, or mental injury, including death, and/or any other injury relating to the Property or being on the Grantor's site.

7. Upon execution of this Agreement, Grantee agrees to provide Grantor with a tentative date of removal of the Property that will not exceed three (3) days from the Effective Date of this Agreement. Grantee further agrees to provide Grantor with notice as soon as practical in advance of the scheduled removal of the Property. If Grantee does not remove the Property within the time provided within this Agreement, Grantee forfeits all rights under this Agreement, and Grantor may dispose of the Property in any manner the Grantor determines in its sole discretion.

8. This Agreement embodies the entire agreement between Grantor and Grantee and shall not be modified, changed or altered in any respect, except in writing and as executed in the same manner as this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed, effective this 30 day of August, 2019 ("Effective Date").

GRANTOR:
Elida Local School District Board of Education
4380 Sunnysdale Avenue, OH 45807

By: _____
Print Name: Joel Mengerink
Print Title: Superintendent

GRANTEE:
Andy Wita

By: 
Print Name: Andy Wita
Print Title: Owner

RIGHT OF ENTRY AND AGREEMENT TO REMOVE BRUSH

The Elida Local School District Board of Education (hereinafter referred to as "Grantor"), for the purchase price of the fair market value of \$1.00, which is less than the threshold set forth in Ohio Revised Code Section 3313.41, and in consideration of having the personal property removed from Grantor's facility located at 300 Pioneer Rd Elida OH (the "Facility") does hereby grant, bargain, transfer, and convey to Eric Layman-, Elida, OH (hereinafter referred to as "Grantee"), the following property: Brush at new Elida Elementary location(the "Property"), located at the Facility under the following terms and conditions:

- 1. Grantor hereby covenants with Grantee that Grantor is the true and lawful owner of the Property and has full power to convey the same.
- 2. Except as expressly set forth in the preceding paragraph, Grantor makes no representation(s) or warranty(ies) of any kind whatsoever with respect to the Property conveyed hereby, including but in no way limited to any warranty of condition, quality, merchantability, or fitness for a particular use or purpose.

IT IS EXPRESSLY UNDERSTOOD AND AGREED THAT THE PROPERTY IS BEING CONVEYED TO, AND ACCEPTED BY, GRANTEE IN AN "AS IS," "WHERE IS" CONDITION, AND GRANTOR MAKES NO WARRANTY OR REPRESENTATION WHATSOEVER REGARDING ANY PROPOSED USES, USE, AND/OR FUTURE USE OF THE PROPERTY (WHETHER KNOWN OR UNKNOWN TO GRANTOR) BY GRANTEE.

3. Grantee shall remove, load, and haul the Property from the Facility at the sole expense of Grantee, and Grantee shall have sole responsibility for such removal. It is expressly understood that this Agreement is for the removal of the Property from the site and not the transfer of title of real property.

a. Grantee shall remove the Property and shall leave the Facility in the same condition it was in prior to the removal of the Property. Grantor or its designated representative shall have the right to identify the location or locations at the Facility where the Property will be removed by Grantee.

b. Grantee is solely responsible for any and all damage to the Facility and hereby agrees to make any repair to and/or clean up of the Facility caused by Grantee's removal of the Property. Grantee shall provide proof of insurance in the form of a Certificate of Insurance acceptable to Grantor in Grantor's sole discretion.

c. Grantor shall be the sole judge of whether any such damage has occurred and/or whether any such clean up is necessary.

d. Grantee shall cooperate with Grantor during the removal of the Property. Grantee will keep all access roads clear and clean.

e. Grantor shall have the right to terminate this Agreement in its sole discretion should Grantor determine that Grantee has breached this Agreement in any way.

4. Title to the Property shall transfer from Grantor to Grantee upon being loaded into Grantee's truck. All risk of damage to or loss of the Property shall be borne by the Grantee from and after the transfer of title.

5. Grantee agrees to indemnify and hold harmless Grantor from and against any claim, loss, liability, damage or expense, including but not limited to any claim, loss, liability, damage or expense, including all attorneys' fees, for negligence or breach of this Agreement, that may be asserted against Grantor arising out of this Agreement, the Property and/or its use by Grantee from on and after the Effective Date of this Agreement.

6. Grantee waives any claims it has or may have against Grantor arising in any way out of the Property and voluntarily assumes full responsibility for, and full risk of, property loss or damage, bodily, personal, or mental injury, including death, and/or any other injury relating to the Property or being on the Grantor's site.

7. Upon execution of this Agreement, Grantee agrees to provide Grantor with a tentative date of removal of the Property that will not exceed three (3) days from the Effective Date of this Agreement. Grantee further agrees to provide Grantor with notice as soon as practical in advance of the scheduled removal of the Property. If Grantee does not remove the Property within the time provided within this Agreement, Grantee forfeits all rights under this Agreement, and Grantor may dispose of the Property in any manner the Grantor determines in its sole discretion.

8. This Agreement embodies the entire agreement between Grantor and Grantee and shall not be modified, changed or altered in any respect, except in writing and as executed in the same manner as this Agreement.

IN WITNESS WHEREOF, Grantor and Grantee have caused this Agreement to be executed, effective this 30 day of August, 2019 ("Effective Date").

GRANTOR:
Elida Local School District Board of Education
4380 Sunnydale Avenue, OH 45807

By: _____
Print Name: Joel Mengerink
Print Title: Superintendent

GRANTEE:
Eric Layman

By: [Signature]
Print Name: Eric Layman
Print Title: Owner